DEDICATION OF LAND TO THE PUBLIC. — The doctrine concerning the dedication of land by an owner to the use of the public has been a source of much perplexity to the courts. Where the matter is not controlled by statute, it is the more general view that, in order to effect a binding dedication, such that the rights and liabilities of the owner are superseded by the rights and liabilities of the public, the transaction must be bilateral; there must be some act on the part of the dedicator showing a clear intent to dedicate, and some act of acceptance on the part of the public. No formality is necessary on either side. The dedication may be by parol; and the acceptance by mere user by the public as public property, for however short a period. *Stewart* v. *Conley*, 27 So. Rep. 303 (Ala.); 7 HARVARD LAW REVIEW, 44.

A recent case illustrates the nature of the transaction. *Pittsburg* v. *Epping-Carpenter Co.*, 45 Atl. Rep. 129 (Penn.). The dedicator drew up a plat of certain premises, leaving a strip along a river as a place for a public wharf. The court held that acceptance was necessary to complete the dedication. It was said that user by the public and repair by the municipal authorities were valid modes of acceptance; and, further, that the dedication was also made binding on the dedicator by reason of the sale of lots by him in accordance with the plat. This last view, based on the theory of estoppel, was relied upon in one of the earliest American cases, *Cincinnati* v. *White*, 6 Pet. 431; but it is open to the objection that the public in general has not altered its position in reliance on the plat, and the estoppel would seem to run, then, not in favor of the public, but only of those individuals who purchased lands.

Much of the difficulty in connection with this subject seems to come from attempting to reconcile it with the theories of transfer of property between individuals. Dedication is usually likened to a grant, but it has many peculiarities which make it utterly irreconcilable with such a view. There need be no deed or writing to complete a dedication, nor is there any definite grantee. Moreover, while it is generally law, and a thoroughly practical doctrine, that, in the absence of an express dedication, the public may nevertheless gain a right to use a private road by a twenty years' user by analogy to the Statute of Limitations (*Jennings* v. *Tilsbury*, 5 Gray, 73), yet on the theory by which similar private rights are gained this would be indefensible, since the owner of the land could manifestly not sue the indeterminate public during the period, and the user would therefore not be legally adverse. It would make for clearness to recognize that the subject of dedication must be given a distinct and independent position among the different methods of the transfer of real estate, and must be treated on a broad basis, according to the rules which have been formulated concerning it, not seeking to draw a too close analogy to similar methods of transfer between individuals.

STOPPAGE IN TRANSITU. — The right to stop *in transitu* was said by Lord Kenyon to be "an equitable lien adopted by the law for the purpose of substantial justice." *Hodgson* v. *Long*, 7 T. R. 440. A more definite statement of the right would perhaps be that it is a power in the vendor while the goods are in transit to make himself an equitable mortgagee. There was formerly much discussion as to whether the contract of sale is rescinded by a stoppage *in transitu*, but it is now generally admitted that it is not. *Kemp* v. *Falk*, 7 App. Cas. 573. There are

strong practical reasons for this latter view, as in the case of a decline in the value of the goods the vendor under it is entitled to recover his loss from the vendee, while of course if the contract were rescinded he could not. In a recent case the vendor had stopped the goods in transit and sold them, without notice to the vendee, for less than the contract price. In an action brought for the deficiency the defendant demurred to a declaration setting out the above facts, and the demurrer was sustained. *Davis Sulphur Co.* v. *Atlanta Guano Co.*, 34 S. E. Rep. 1011 (Ga.). The court denied that stoppage *in transitu* rescinded the contract, but it seems difficult to sustain the decision on any other theory.

Where a mortgagee wrongfully sells the property mortgaged for less than the mortgage debt and sues for the debt, the mortgagor undoubtedly has an equitable right to set off the amount the mortgagee received for the goods, or, if they were sold for less than their fair market value, the set-off would be of what they were worth at the time of the sale. The vendor in the principal case, after the stoppage, occupied the position of a mortgagee, and, even though the sale were wrongful by reason of failure to give notice, he would still be entitled to the difference between the contract price and the market value of the goods at the time of the sale. But where the goods are perishable, or subject to rapid fluctuations in value, it seems only equitable to allow the vendor to resell the goods without waiting to notify the vendee. *Diem* v. *Koblitz*, 49 Ohio St. 41. It would indeed be strange for equity to give the vendor the right to stop *in transitu* and at the same time to hedge it with such restrictions as greatly to impair or, in many cases, altogether destroy its value. Consequently the duty is on the defendant to set up the equitable defence that the sale by the plaintiff was made under such circumstances as to be unjustifiable, and that the contract price was not greater than the fair market value of the goods at the time of the resale. The demurrer to the declaration in the principal case, therefore, should have been overruled.

Liability for Negligent False Statements. — How far liability exists, apart from contract, for damages resulting from action on negligent, but not fraudulent, false statements, made with the intention or knowledge that they will be acted upon, is extremely unsettled. In a recent case, the plaintiff, relying on the negligent statement of the defendant, a physician, that she incurred no danger, dressed a malignant sore, for which the defendant was treating her husband, and thereby became infected. In an action brought for the injury, the defendant was held liable. *Edwards* v. *Lamb*, 45 Atl. Rep. 480 (N. H.). Had the defendant gratuitously operated on the plaintiff, and negligently injured her, his liability would have been undoubted. The question is, does liability disappear when the negligence is in words? The English courts have accepted the dictum in *Peek* v. *Derry*, 14 App. Cas. 337, that no liability exists for false statements not known to be false. *Angus* v. *Clifford*, [1891] 2 Ch. 449. In America some states have taken the same view. *Marsh* v. *Fuller*, 40 N. Y. 562; *Hubbard* v. *Weare*, 44 N. W. Rep. 915 (Ia.); others have openly declared that negligent false statements, intended to be acted upon, cause liability for any resulting damage. *Houston* v. *Thornton*, 29 S. E. Rep. 827 (N. C.); *Harriott* v. *Plimpton*, 166 Mass. 585. Some few states have reached this same result by conclusively presuming knowledge where the truth ought to have been known, and so finding fraud.